

**Town of Littleton
AFFORDABLE HOUSING PLAN
For
PLANNED PRODUCTION REGULATION
December 2004**

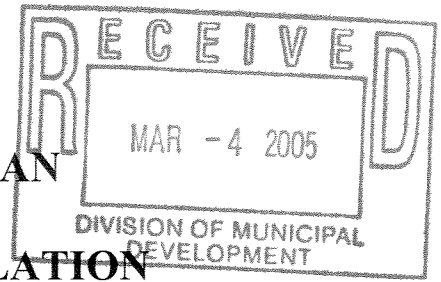


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Executive Summary

The goal of this plan is to provide optimal housing options for Littleton's residents while sustaining appropriate levels of affordable housing stock as mandated by the state. The plan addresses Littleton's present and future housing needs. Enclosed in the plan is a comprehensive needs assessment, which includes demographic trends analyses, existing housing stock characteristics, development conditions and constraints.

The strategies to achieve the plan's goals are enumerated in Section 3.

The plan includes a sample deed restriction. The State Statute is included in Appendix B for the reader's reference when evaluating the plan.

Introduction

Many citizens of Littleton are concerned that as housing prices continue to increase, the character of the town is becoming too exclusive. Many residents who have grown up in town are concerned that their children will not be able to afford to raise families in Littleton. Empty-nesters who wish to downsize into smaller, lower-maintenance homes do not have a diverse selection of housing stock to choose from, and are faced with moving out of Town.

Since the 1960s, residential construction has been primarily large, three to four bedroom, single-family units. Smaller, more affordable, homes are simply not being built in the quantity

needed. If the housing stock in Town is affordable to only higher-income households, Littleton will lose the diversity and sense of place that makes the community so attractive.

Varied housing types are needed to accommodate Littleton's population. This Plan presents tools that, when implemented, will encourage the construction of housing that supports the needs of the spectrum of residents' incomes and provides more opportunities for existing and future residents to either rent or own a home.

During the years 1996 through 2001 the Littleton Planning Board and its Master Plan sub-committees wrote and adopted (2002) a Master Plan for the town. Much of the data and analysis comes from that document as well as from consultation with developers, town employees and with other municipalities.

Section 1 Comprehensive Housing Needs Assessment

Definitions

- **Affordable** - Housing is affordable when the specified selected housing costs for either ownership or rental is less than 30% of the total household income for that dwelling unit. Selected monthly owner cost is the sum of payments for mortgages, deeds of trust, contracts to purchase, or similar debts on the property (including payments for the first mortgage, second or junior mortgages, and home equity loans); real estate taxes; fire, hazard and flood insurance on the property; utilities (electricity, gas and water); and fuels. It also includes, where appropriate, the monthly condominium fee for condominiums and mobile home costs (personal property taxes, site rent, registration fees and license fees) for mobile homes. Rental cost is defined as the contract rent plus the estimated average monthly cost of utilities (electricity, gas and water) and fuels if they are paid for by the renter (or paid for the renter by someone else). Even an upper income individual can encounter housing costs in excess of this benchmark. The lower the household income the more likely the housing cost is to exceed 30%. The true objective in housing subsidy programs is typically to bring the housing cost down to 30% of the total household income.
- **Assisted Living** - This concept offers a supportive residential setting that maximizes the ability of elder residents to live independently by including various levels of housekeeping, personal care and meal services. This concept forestalls and/or reduces the need for costly nursing homes or institutionalization.
- **Low Income and Moderate Income** - From the Federal Department of Housing and Urban Development (HUD): The median income of the metropolitan area that is assumed to support a family of four. The fiscal year 1999 median income for Littleton is \$71,384. (2000 U.S. Census)

Table 1 HUD Low and Moderate Income Definitions – Boston PSMA

Low Income	Below 50% of the Boston PSMA median income.
Moderate Income	50 to 80% of the Boston PSMA median income.

Income eligibility requirements for a family in various state and federal programs for low and moderate-income housing vary and adjustments are made for the number in the household.

- **Subsidized** - The government payment of rent or mortgage, depending on the program, in order that the household outlay for housing cost is not greater than 30% of its total income.

1-1 Demographic Trends Analysis

General Population Characteristics

Littleton has seen steady growth over the last several decades in a trend similar to the contiguous towns as seen in the table below:

Table 2 Comparison Population Change

Comparison Population Change, 1960-2000

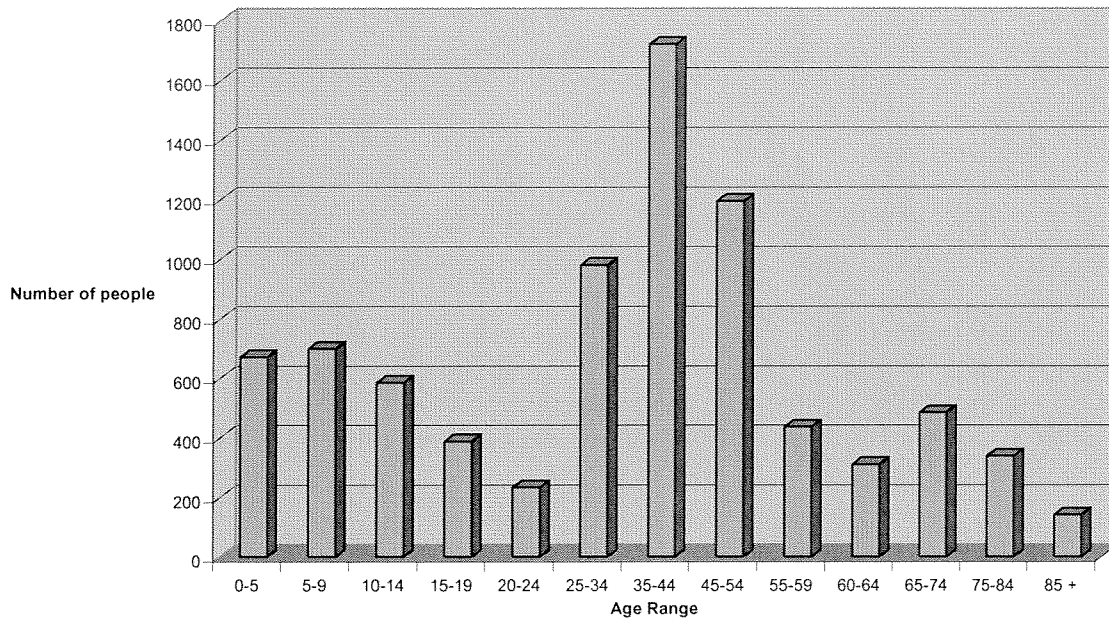
Geography	1960	1970	1980	1990	2000	%Change 1990-2000
Ayer	14,927	7,393	6,993	6,195	7,287	17.63%
Groton	3,904	5,109	6,154	7,511	9,547	27.11%
Harvard	1,840	2,962	3,744	4,662	5,230	12.18%
LITTLETON	5,109	6,380	6,970	7,051	8,184	16.07%
Westford	6,261	10,368	13,434	16,392	20,754	26.61%
Massachusetts	5,148,578	5,689,377	5,737,037	6,016,425	6,349,095	5.53%

Sources: MISER, 1990 Census and Census 2000

Population Age Distribution – this data gives the town a general idea of the number of people in the school age, middle age, and elderly segments of the population. This analysis can help to identify age groups of the Town population that may have certain needs. The following charts and tables compare age distribution data in the Town of Littleton from the 2000 US Census.

Graph 1 Age Distribution

US CENSUS 2000 RESIDENTIAL AGE DISTRIBUTION CHART



Source 2000 US Census Table DP-1

This chart shows that in 2000, the biggest single segment of town population was between the ages 25 and 54 years. This would indicate that the population of Littleton is trending upwards in age. The 2000 U.S. Census reports the median age to be 37.9 years. The reduction of residents older than 55 often indicates the existence of a limited number of housing opportunities in the community for seniors and families after their children leave home. While population cohorts younger than 50 years of age have been growing due to the influx of new residents, population cohorts over 50 years were remaining the same or perhaps even decreasing. As the trend toward the construction of larger new homes continues, this could indicate a potential need for smaller homes. These homes could be attached, sited on smaller lots, or clustered in some alternate form of residential development.

From 1990 to 2000, the general population has grown by about 13 percent while the 60 and over population has grown at over twice the average rate. This is reflective of the known trend of the aging national population. This recent cohort growth has probably been supported by more prosperous seniors who maintain larger homes with little or no mortgage payments.

1-2 Existing Housing Stock Characteristics

Household Characteristics

A household is defined as some number of people, not necessarily related, who have taken up residence in a home, apartment unit or self sufficient part of a multi-family dwelling comprised of a single common kitchen, some number of bathrooms, bedrooms and common living space.

Household data gives clues as to what type of future residential development may be most appropriate in the community. Littleton's household characteristics are based on 2000 US census data and are defined in the following tables.

Number of Households

Table 3 Number of Households

Year	Number Of Households	Percent Change
1980	2243	-
1990	2562	+14.2%
2000	3055	+19.2%

Source: 1980 US Census, 1990 US Census, 2000 US Census

The table above shows that the total number of households has grown steadily for many years. This percent change is greater than the 1980 to 1990 increase in total population. This is reflective of the trend in decreasing family size. According to the 2000 Census average household size in the Littleton is 2.72 persons. In addition, according to the census, households in Littleton are comprised as shown in the following table.

Table 4 Household Composition

Household Type	Number of Households	Percent
Total Households	2960	100%
Family Households	2217	74.9%
with own children under 18	1119	37.8%
Married Couple Family	1912	64.6%
with own children under 18	972	32.8%
Female Householder no husband present	227	7.7%
with own children under 18	106	3.6%
Non-Family households	743	25.1%
Householder living alone	580	19.6%
Householder 65 or older	242	8.2%
Households with individuals under 18	1178	39.8%
Households with individuals over 65	643	21.7%
Average household size	2.72	
Average family size	3.16	

Source 2000 U.S. Census

The table above shows that almost two-thirds of all households in Littleton are comprised of a married couple with or without children. The second most common form of household is comprised of non-married individuals, most likely younger people in roommate/housemate situations. This arrangement is often a function of financial need on the part of the participants

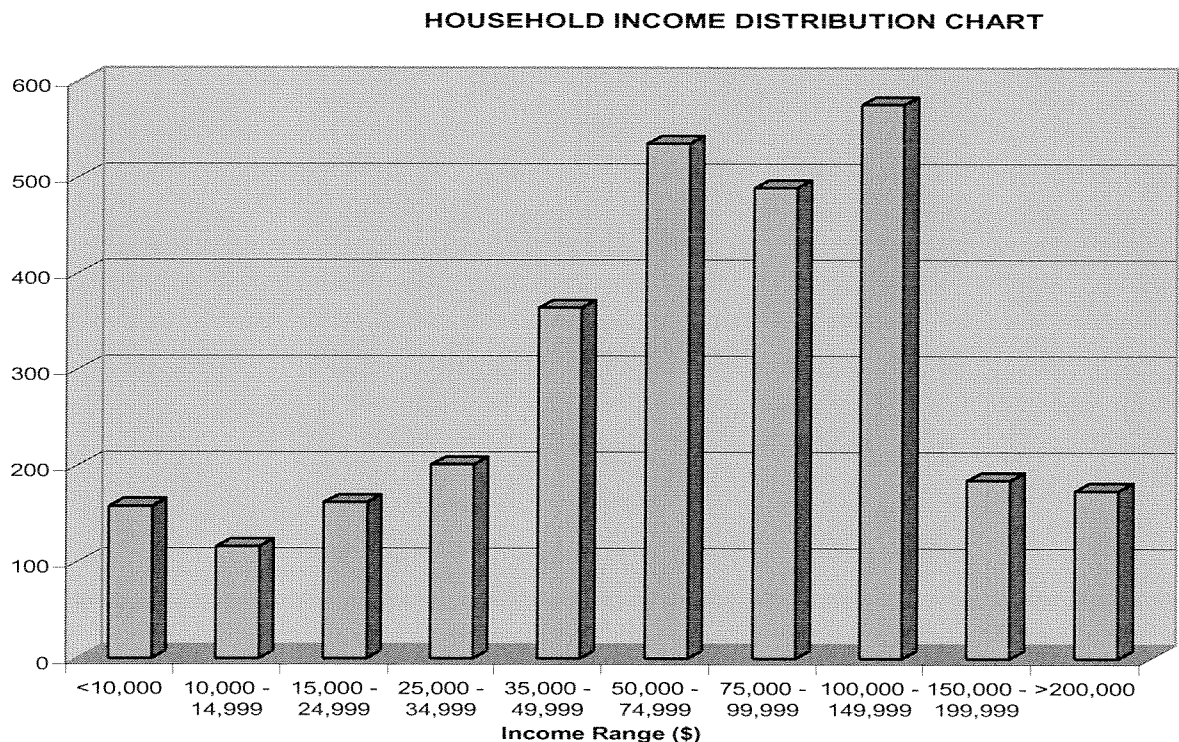
and can sometimes be more transient than other household types. A single parent heads fewer than 10 percent of all households in Littleton.

Income distribution of households gives an indication of the degree of overall affluence in the community and can help show what type of housing may be most desirable at the current time. The table below shows the actual figures, while the chart to follow illustrates the proportional difference between the categories:

Table 5 Income Distribution by Percentage of Households

Income Range (\$)	Number of Households	Percent
<10,000	158	5.3%
10,000 - 14,999	116	3.9%
15,000 - 24,999	162	5.5%
25,000 - 34,999	201	6.8%
35,000 - 49,999	364	12.3%
50,000 - 74,999	535	18.1%
75,000 - 99,999	489	16.5%
100,000 - 149,999	576	19.5%
150,000 - 199,999	185	6.3%
>200,000	174	5.9%
Total Households	2960	

Graph 2 Household Income Distribution



Source (both) 2000 U.S. Census

The median annual household income for Littleton in the 2000 U.S. Census is \$71,384.

Housing Characteristics

This analysis of housing characteristics in Littleton includes information about total numbers, occupancy status and rates, dwelling units per structure and age of structures. Data is based on the 2000 census Housing unit data is catalogued in the table below.

Table 6 Occupied Units

Housing Units Occupied

Dwelling Unit	Number of Units	Percent of Total
Total Units	3055	100%
Units Occupied	2960	97%
Owner Occupied	2173	71%
Renter Occupied	499	16%
Vacant Units	95	3%

Source: 2000 US Census.

This table shows that in 2000 over 70 percent of all dwelling units in town were owner occupied. This is down from 76 percent in the 1990 U.S. Census. Most units in town are detached, single family dwellings where relatively stable income and lifestyles favor home ownership. At one time Littleton hosted numerous seasonal homes, but the evolutionary process of seasonal to year-round conversions has been completed in the community.

Table 7 Types of Structures

Units in Structure	Number	Percent
1-unit, detached	2506	82.0%
1-unit, attached	43	1.4%
2 units	136	4.5%
3 or 4 units	73	2.4%
5 to 9 units	76	2.5%
10 to 19 units	15	0.5%
20 or more units	87	2.8%
Mobile homes	119	3.9%
Total	3,055	100%

Source: 2000 U.S. Census

This table demonstrates the overwhelming number of single-family units over other housing types. No other type of dwelling unit building permit was issued since the last U.S. Census which illustrates the demand for more of a mix in housing type choices.

Age and Condition of Housing Stock

Table 8 Age of Housing

Year Structure Built		
Year Built	Number of Units	Percent of total
1999 to March 2000 .	40	1%
1995 to 1998	201	7%
1990 to 1994	207	7%
1980 to 1989	365	12%
1970 to 1979	424	14%
1960 to 1969	345	11%
1940 to 1959	951	31%
1939 or earlier	522	17%
Total	3055	100%

2000 U.S. Census

Housing Valuation

The following table shows the value distribution of homes in Littleton. Home valuation data is based on 2000 U.S. Census data.

Table 9 Housing Valuation

Valuation Range (\$)	Number of Units	Percent of total
Less Than 50,000	8	0.4%
50,000 to 99,999	8	0.4%
100,000 to 149,999	180	8.3%
150,000 to 199,999	495	22.8%
200,000 to 299,999	834	38.4%
300,000 to 499,999	594	27.3%
500,000 to 999,999	54	2.5%
1,000,000 or more	0	0.0%
Total	2173	100%
Median (dollars)	243,400	

2000 U.S. Census

In 2000 the median home valuation was \$243,400 while in 1990 the median home valuation was \$178,100. The concurrent typical selling prices for homes are usually significantly higher in this market. This disparity between valuation and typical selling price is because home valuations are made for tax purposes, and tend to be conservative estimates. Homes located in desirable areas can often sell for well above the most current valuations. In addition, census provided valuations are nearly 4 years old and home values have increased considerably since that time. However, the above information still provides a base of home value data that gives some indication of the distribution of home values. In 2000 less than one-quarter of all homes in Littleton were valued below \$150,000. At the same time over two-thirds of all homes were valued above \$200,000. In consideration of the recent increase in home values and the general trend towards larger new homes, it is reasonable to conclude that lower cost homes are difficult to find in Littleton.

Elderly, Subsidized and Affordable Housing

All municipalities need to consider ways to accommodate individuals who wish to live in, and contribute to their community. Many respected and established townspeople will require specialized housing needs that change over time. A community should be able to respond by offering a diverse mix of alternatives.

A major housing concern that communities need to address is the aging of the general population. In the present and foreseeable future, much of the national population, along with many of the established citizens of Littleton, will require housing that they can find manageable and affordable. Farmhouses and historic homes in town were built at a time when a large family was an asset to the agricultural practices. With the current trend toward smaller families (2.72 persons in Littleton, in 2000), those family homes are now sometimes maintained by individuals whose children have grown and moved to other communities, or to other homes in the same community. As we age the burden and expense of maintaining a large home can become overwhelming. For some individuals, more manageable, less expensive housing will become a necessity.

There is a limited number of small, affordable, easy to maintain housing alternatives in Littleton. Unless this need is met, the coming years could potentially see life-long residents of the community with no option but to seek housing in other towns.

The table below lists the 260 existing units of Chapter 40B subsidized housing. The town of Littleton is in the approval process on several other 40B developments. This along with proposed legislation to include a percentage of mobile homes in the affordable housing inventory puts Littleton at or very close to the State specified 10% minimum.

Table 10 Current Subsidized Housing

Draft 2004 Department of Housing and Community Development CH40B Subsidized Housing Inventory

Project Name	Address	Type	Total 40B Units	Affordability Expires	Built w/ Comp Permit?	Subsidizing Agency
Pine Tree Park	19 Shattuck	Rental	48	perpetual	No	DHCD
Patriot Circle	19 Shattuck	Rental	8	perpetual	Yes	DHCD
n/a	143-145 King St.	Rental	2	perpetual	Yes	DHCD
Patriot Circle	19 Shattuck	Rental	10	perpetual	Yes	DHCD
Littleton Green	423 King St.	Rental	24	2008	Yes	RHS
Mill Pond Apts	50 Mill Rd.	Rental	50	2024	Yes	HUD
MinuteMan Housing	500 Newtown /Nashoba Rd.	Rental	8	2022 Renewed	No	HUD
Pond Side at Littleton	147 King St.	Rental	90	2004	Yes	DHCD
DMR Group Homes	Confidential	Rental	12			DMR
DMH Group Homes	Confidential	Rental	8			DMH

Total Units 3055
Percent Subsidized 8.51%

260

As of 4/1/05,
SHI = 9.09%, 271 units
need 31 more units,
PP goal = 23/yr

1-3 Development Conditions and Constraints

Bylaw Constraints:

Single family housing only

one acre lots

shared systems not allowed

Constraints can be mitigated with a program of periodic bylaw review to identify existing bylaws that may conflict with the towns housing goals.

Smart Growth

The Town of Littleton's involvement with the Commonwealth of Massachusetts in a formal approach to "Smart Growth" dates back to at least last fall (2003). State officials had taken notice of several pro-active initiatives the Town was pursuing, specifically: Land Acquisition Fund and Cell Tower financing of open space purchases; our active Affordable Housing Committee; the effort to relocate the commuter rail station; innovative groundwater protection measures; and a stated interest in pursuing economic development in conjunction with a revamped downtown area.

During the Governor's visit in the spring of 2004, he noted: the reorientation of MBTA priorities toward the commuter rail station; a number of Mass Highway cooperative efforts; available assistance from DHCD for the Town in developing a Housing Production Plan; and State Revolving Fund changes that will facilitate a Town feasibility study of wastewater treatment (sewer districts). Since that time, Littleton boards and officials have taken advantage of several opportunities for grants, and other aid-in-kind. The town has also continued to work closely on various projects with its Congressman, State Senator and State Representative. With much activity being conducted on various fronts, the need for a formalized structure was recognized by many as key to the town's ultimate success in this venture.

FIVE AREAS OF FOCUS

The dialogue with the State, as well as internal Littleton discussions resulted in the grouping of various issues under five general topics for organizational purposes.

Open Space, including past and present efforts to purchase or protect parcels of land within the guidelines of our Open Space Plan, as well as zoning or other creative measures to promote concentrated development while protecting stretches of undeveloped land.

Housing, including the consideration of both locally generated and other proposals to provide housing for seniors and families, and other related zoning or bylaw changes, within the context of a Housing Production Plan.

Groundwater Protection, including ongoing efforts at protecting water supply and aquifers, as well as the study of the feasibility of limited town sewage districts, likely for the Common, Long Lake, and Depot areas of town.

Village Center and Economic Development, including the specific designation of smart growth districts (Littleton Common and Littleton Depot) to concentrate various efforts of infrastructure work and zoning and other bylaw changes toward improving the established

village centers, as well as specific measures to pro-actively attract positive economic development to generate increased revenue within the guidelines of an economic development plan.

Transportation, including continued efforts with Mass Highway to ensure pedestrian accessibility and general safety, as well as the relocation of the commuter rail station to a location within the Littleton Depot Smart Growth District.

These five focus areas have been the basis of our deliberations with state agencies, and the key point around which we propose to organize our smart growth initiatives.

1-4 An Evaluation of Municipal Infrastructure

Administrative Facilities

Littleton Town Hall is located in the Shattuck Street School Building that was effectively renovated and successfully reused for town office space in 1996. Over time and in phases, several town departments have been located in the Shattuck Street building resulting in a single convenient municipal center.

The current facility will serve the administrative needs of the community for the foreseeable future.

Police Department Facilities

Police Headquarters is located at 20 Foster Street. The station is a single story structure of about 4,500 square feet that has been in use since the mid 1970's. While it has served well over the years the department has grown in response to new community development. As a result, the facility will become too small in the foreseeable future to maintain the current quality of service. Police officials are adamant that high quality service to the community will never be sacrificed due to inadequate facilities.

Recent growth in Littleton, as well as in surrounding communities, has also brought new concerns regarding traffic issues. Many of the additional calls for services by the department regard motor vehicle activity. The Police Department is working hard to maintain a proactive stance on traffic safety and expects that additional man-hours will need to be devoted to this facet of their responsibilities in the coming years.. .

Fire Department Facilities and Equipment

The Fire Department is located next to the Police Station at 20 Foster Street. The facility originally opened in the 1940's, as the Old Town House, which was home to all town offices. While all equipment is currently housed, a number of problems with the facility exist. The main apparatus floor houses all the trucks and equipment.

An ancillary 3-bay building, in the rear, holds all newer equipment and its doors are also a tight fit for the wider, taller apparatus.

As the community grows, the Fire Department will also need to grow. As this occurs several issues will need to be addressed by the department and the community. Short response times and sufficient manpower are the primary factors in shaping the department. Enhancements of

both would come to the community at great cost and a full cost/benefit analysis will need to be done.

Highway Department

The Littleton Highway Department is responsible for approximately 60 miles of town maintained roadway, sidewalks, parks maintenance, and related infrastructure upon which the community depends. Recent trends in community expansion warrant consideration for new growth and specialization within the department, for example design and engineering expertise will bring greater levels of service to the community. Many of the arterial roads in town were first laid out almost three centuries ago. The department has been doing an excellent job of maintaining roadways as needed and making some alignment improvements. As new development increases traffic demands on local roads, the need for more permanent resolution of drainage and alignment problems is necessary.

The Highway Department resides in a facility at 39 Ayer Road that was opened in 1986. The Highway Department also maintains a garage on Whitcomb Avenue that is currently used for inactive storage. This building, which covers about 9,600 square feet, is in fair condition. If this structure were to be considered for daily use of any kind, renovations would be necessary, and its proximity to one of the town's wells would also be an issue.

The department maintains about \$1.5 million in equipment, which adequately meets daily needs. All departments in Town amenable share equipment with each other as needed.

Light and Water Department

Water supplies are expected to keep pace with anticipated increasing demands for some time, with currently planned upgrades in the system. Currently, even record demands can be safely met and actions are being taken to keep ahead of possible future increases. Potential new well sites have been identified and plans are being made to increase the stored capacity. However, new well development is a long term effort, since most towns typically need about 10 years from the initial thought of a new well to its full productive contribution to the water system.

Light and Water Department officials have expressed a desire to work with town administrators and the community in the promotion of the benefits to maintaining land in a more natural state. It is this department's philosophy that more natural plant growth and minimization of impervious surfaces at new construction sites will help conserve local water resources, while enhancing community character. Efforts by Light and Water in this endeavor would not only serve the needs of resource preservation, but also, like many of this department's activities, give additional quality of life benefits back to the community.

School Department Facilities

School administrative offices are housed with several other town offices, in the Shattuck Street building. The School Department currently maintains four school buildings.

Over time, the school committee has effectively communicated its needs to the community and in turn, the community has responded appropriately. A recent expansion of the Shaker Lane School and the construction of a new high school are meeting the needs of the elementary and high school students. Plans for future facility needs include a new middle school and renovations to the Russell Street School

Town Library Facilities and Equipment

The Library moved to the south end of the Shattuck Street Building, from what is now the Historical Society Building, in the triangle formed by King and Foster Streets in 1989. At the current location, stack space is adequate but there is a shortage of meeting, activity and electronic equipment storage space. Meeting rooms are usually booked and some children's programs can no longer be accommodated in the Library.

Council on Aging Facilities

Council on Aging administrative offices and services operate out of space located in the Shattuck Street Building. The Council's current location in the Shattuck Street Building is well situated in the center of town and the Council would welcome more space at the same facility. Future considerations consist of a new Senior Center and possibly the future provision of housing options available for senior populations. While the Council might be a strong advocate for this cause, the support of the entire community will be necessary.

Parks and Recreation

The Parks and Recreation Commission in Littleton oversees town owned park lands and recreational playing fields in the community. The Commission usually has from 50 to 100 activities to offer at any time of year. The popularity of some activities has increased dramatically in the last few years, such as, Soccer, Swimming, and activities at Camp Tahattawan.

Existing facilities for the Parks and Recreation Commission Office and Administration are located in the Shattuck Street Building. Summer day camp and several other programs use school facilities during the summer months.

Cemetery Facilities

The cemetery headquarters located at Westlawn Cemetery opened in 1993. The department is very pleased with the structure and they believe it will serve them well for many years to come. The building meets all of the departments needs with sufficient office, meeting, maintenance, and storage space. The department maintains its own equipment which meets their current needs.

Westlawn Cemetery grounds encompass about 40 acres of land. About 20 acres are open and maintained for active burial. Most of the remaining land has ideal soils for use as a cemetery and new acreage is opened for use as needed. Two small areas are planned to be opened for use this year and next. It is believed that there should be enough acreage to serve the community for the next 150 years.

Section 2 Goals

The Town has a limited capacity to create affordable housing to meet the needs of a diverse population, and the town is not in the housing development business. The Town of Littleton's goal to supply ten percent of this housing stock as affordable is consistent with the Commonwealth's goal of 10% affordable housing in the community's housing stock. In order

to achieve its goals, Littleton needs to create relationships with both non-profit and for-profit housing developers.

Littleton should implement mechanisms that limit and focus growth, while increasing the diversity of housing opportunities for its citizens. Clearly there is a need for affordable housing.

Goal:

Develop 0.75% of the affordable housing units each year (23 at the time of this report) until we reach the 10% state threshold. Then maintain the ratio by working with conventional developers to include affordable units whenever possible. This will make Littleton comply with the State Guidelines listed below:

"In a certified municipality, decisions by the Zoning Board of Appeals (ZBA) to deny or approve with conditions comprehensive permit applications will be deemed "consistent with local needs" under MGL Chapter 40B for a one year period following certification that it has produced .75% of total housing units or two years if it has produced 1.5% of total housing units pursuant to the approved plan. "Consistent with local needs" means that the decision will be upheld by the Housing Appeals Committee (HAC)."

Guidelines for the Planned Production Regulation under MGL Chapter 40B 760 CMR 31.07(1)(i)

Table 11 Required Growth per MGL 40B 760 CMR 31.07(1)(i)

Community	2000 Year Round Units	0.75% of Year Round Housing Units	1.5% of Year Round Housing Units
Littleton	3018	23	45

Source: <http://www.mass.gov/dhcd/ToolKit/PProd/75%25.pdf>

Goal: Encourage the development of affordable 55+ housing.

Goal: To provide an adequate supply and range of housing types including both ownership and rental opportunities and an adequate supply of costs to meet the needs and income levels of diverse individuals and families including seniors, town employees and lower to moderate income members of our community who are being priced out of town.

Goal: To expand the opportunities for affordable rental housing units in the community by permitting mixed use developments in certain designated commercial districts.

Goal: The Town shall regularly review its development regulations, which include zoning by-laws, subdivision regulations, health code regulations, etc., to ensure that they do not conflict with housing objectives.

Goal: The town shall develop a system of regularly monitoring and enforcing the regulatory agreements and/or orders of conditions for affordable housing projects in order to maintain its affordable housing inventory.

Goal: Prioritize the decision criteria for evaluating proposals based on the town's stated goals. At the time this document was prepared those priorities are:

1. The proposal increases affordable housing
2. Contributes to the quantity of 55+ affordable housing
3. The proposal satisfies town and state smart growth requirements

Section 3 Strategies

- Make effective use of zoning. Amend the zoning bylaws to incorporate new "Smart Growth" developments that will provide affordable units or funds that the town can use to develop new affordable units, and offer a modest density increase to these projects. Consider modifying the town's existing "Secondary Dwelling" By- Law to allow affordable apartments in addition to, the currently accepted, in-law apartments. This would help older couples living in over-sized dwellings by providing an additional source of income which might be required by them to remain in their homes. There are many older/large Victorian houses in town that could survive longer-term if the present owners had an alternate source of income while helping our town increase its affordable housing stock. The town should also evaluate the merits of adopting a higher density, mixed-use zoning district for downtown areas and properties in close proximity to the MBTA station. Finally, the town should consider an overlay district for underutilized commercial or industrial land, offering density and mixed-use incentives to stimulate new investment and affordable housing production.
- Provide town land. Identify and prioritize small town-owned parcels that can be sold to the local Affordable Housing Partnership, non-profit groups such as Habitat for Humanity, or for-profit developers and used for scattered-site single-family or two-family dwellings. Proceeds from the sale of town-owned land should be retained in an Affordable Housing Trust Fund for reinvestment in other affordable housing initiatives. The trust fund should be created by a special act of the legislature.
- Capitalize on market opportunities. Identify and prioritize older and/or obsolete residential and non-residential buildings with redevelopment potential, and develop a shortlist of properties to acquire, reposition and sell or rent. These types of projects could be carried out by the local non-profit development corporation on its own, by the town in partnership with the non-profit, or by the town in conjunction with a selected private developer. Creative use of tax policies, such as obtaining home-rule authority to lower or waive property taxes for elderly homeowners who grant the town a right of first refusal to purchase their home at a reduced price, could help to establish a small pipeline of properties that Littleton could convert to affordable dwellings in the future.
- Revitalize Littleton's Affordable Housing Partnership (AHP). The AHP will be responsible for meeting the safe, decent, affordable housing opportunities to low- and moderate-income families in town. Appoint new members and empower them to create a mission statement and make them accountable to enact the strategies of this plan as well as the responsibilities outlined in the **Massachusetts Housing Partnership's - Guidebook for Local Housing Partnerships**.

Section 4 Description of Use Restrictions

Enforceable use restrictions must be imposed on the creation of all new affordable units. Attached in the appendix is a sample deed restriction.

Appendix A – Sample Deed Restriction

Section 5 Specific Sites in Littleton for Development

The town is conducting a town-wide inventory of property owned by the town which will include the categorization of its potential use. In addition to conservation parcels and commercially zoned parcels there are some parcels which could qualify for residential development to support the town's affordable and senior housing needs. This information will be incorporated into this plan once it's available.

The town's Housing Committee has also reviewed a build-out plan of Littleton and identified potential locations which are favorable to support housing needs. The criteria for selecting potential housing development locations within Littleton focused on accessibility to public transportation and town services consistent with the town's Smart Growth objectives. The general target areas are in the vicinity of Littleton Common and near the old town depot. The exact area which will be designated has not been delineated, but this is an on-going project at the time of this report and this should be completed in the first part of 2005. Attached in Appendix C is a map of the town with Littleton Common and the old town depot circled **only for the purpose of exhibiting where the two areas are located.**

Appendix A – Sample Deed Restriction

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT and DECLARATION OF RESTRICTIVE COVENANTS, is made this _____ day of _____, 2xxx, by and between _____ of _____, _____ of _____, MA, and its successors and assigns (hereinafter the "Developer"), _____ of _____, MA (the "Bank"), and the TOWN OF _____ (the "Municipality").

WHEREAS the Developer intends to construct a housing development known as _____ at _____, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project"); and

WHEREAS the Developer has been granted a Comprehensive Permit under Massachusetts General Law Chapter 40B and local regulations by the _____ Zoning Board of Appeals to construct _____, _____ of which will be sold to Low and Moderate Income Families; and

WHEREAS pursuant to the requirements of the Comprehensive Permit the Developer has obtained construction financing from the Bank through the Federal Home Loan Bank of Boston's New England Fund ("NEF") and has met the requirements of both the NEF and the Town of Littleton's Guidelines for Developments financed by NEF (the "Guidelines").

NOW THEREFORE, in mutual consideration of the agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. PROJECT SCOPE AND DESIGN

A. The Project presently known as _____ located in _____ will consist of _____,

of which will be sold to eligible low and moderate income home buyers (the "Affordable Units" or the "Units").

B. The Developer agrees to construct the Project in accordance with Plans and specification approved by the Municipality and the Bank. In addition, each Affordable Unit to be constructed as part of the Project must be indistinguishable from the market-rate units in the Project from the exterior, and must contain complete living facilities including but not limited to a stove, kitchen cabinets, plumbing fixtures, and washer/dryer hook-up, to be fully shown in the Plans and Specifications. Each Affordable Unit will contain either two bedrooms with a minimum area of 850 square feet or three or more bedrooms with a minimum area of 1200 square feet (four bedroom units must have a minimum area of 1400 square feet)

C. The Project must fully comply with the State Building Code and with all applicable state and federal building, environmental, health, safety and other laws, rules, and regulations, including without limitation all applicable federal and state laws, rules and regulations relating to the operation of adaptable and accessible housing for the handicapped. Except to the extent that the Project is exempted from such compliance by the Comprehensive Permit, the Project must also comply with all applicable local codes, ordinances, and by-laws.

D. Each Affordable Unit must be affordable to and sold to households with a maximum income of 80% of Area Median Income (as defined by HUD), in accordance with the Comprehensive Permit and the Guidelines, to an Eligible Purchaser. An Eligible Purchaser is a purchaser who satisfies the criteria set forth in the Guidelines, as they now exist and may be amended the future.

E. Upon issuance of a building permit for the Project, the Project will be submitted to the Massachusetts Department of Housing and Community Development (DHCD) for inclusion in the Subsidized Housing Inventory as that term is described in 760 CMR 31.04 (1).

II. RESALE RESTRICTIONS and COVENANTS OF PARTIES

A. DEED RIDER

1. The Deed Rider and any affordability criteria in this Agreement are covenants which run with the land in perpetuity.
2. At the time of sale of each Affordable Unit, and as a condition of the sale, the Developer and the Unit Purchaser shall execute a Deed Rider in the form of Exhibit B attached hereto and made a part of this Agreement. This Deed Rider shall be made a part of the deed from the Developer to the Unit Purchaser.
3. The Deed Rider shall require that at the time of the initial resale, and at all subsequent resales, a similar Deed Rider satisfactory in form and substance to the Municipality be executed and attached and made part of the deed from the Unit Purchaser to the Eligible Purchaser, so that the affordability of the Unit will be preserved in perpetuity.
4. The Deed Rider shall require the Unit owner at the time he/she desires to sell the Affordable Unit to notify the Municipality whereupon the Municipality, or its designate, will determine the Discounted Purchase Price by applying the Discount Rate, as defined below (under Affordability), to a current appraisal of the Affordable Unit.
5. Each Deed Rider shall also require the Unit Purchaser at the time he/she desires to sell the Unit to offer it to the Municipality at the Discounted Purchase Price. The Municipality or its delegate shall have the option, upon terms more particularly described in the Deed Rider, to either purchase the Affordable Unit or to find an Eligible Purchaser.

B. RESALE TO OTHER THAN ELIGIBLE PURCHASER

1. If upon the initial resale or any subsequent resale of an Affordable Unit the Municipality or its delegate are unable within one hundred twenty (120) days to find an Eligible Purchaser for the Unit and the Municipality elects not to exercise its right to purchase, the Municipality or its delegate must within thirty (30) days notify at least five (5) nonprofits which may have an interest in purchasing the property, of the availability of the Unit. If within an additional thirty (30) days there is no non-profit willing to purchase the Unit, the Unit Owner shall then have the right to sell to any person regardless of his/her income and at any price, free of any future Resale Restriction, provided that the difference between the actual resale price and the Discounted Purchase Price for which the Municipality or an Eligible Purchaser could have purchased the Unit (the "Windfall Amount") shall be paid by the seller to the Municipality. The Municipality shall deposit all such Windfall Amounts from the sale of Affordable Units in the Municipality's Low and Moderate Income Housing Fund.

C. PURCHASE BY MUNICIPALITY

1. In the event that the Municipality purchases an Affordable Unit pursuant to its right to do so contained in the Deed Rider then the Municipality shall within six (6) months of the date of registering the deed either (i) sell the Unit to an Eligible Purchaser at the same price for which it purchased the Unit plus any expenses incurred by the Municipality during this period of ownership, subject to a Deed Rider satisfactory in form and substance to the Municipality and the recording of an Eligible Purchaser Certificate satisfactory in form and substance to the Municipality the method for selecting such Eligible Purchaser to be approved by the Monitoring Agent, or (ii) rent the Affordable Unit to a person who meets the income guidelines of the Local Initiative Program (LIP), upon terms and conditions satisfactory to the Monitoring Agent and otherwise in conformity with the requirements of the Guidelines.
2. If after purchasing the Affordable Unit the Municipality fails to sell or rent the Unit within the six (6) month period described above, or if at any time after the initial rental of the Affordable Unit by the Municipality as provided herein the Affordable Unit becomes vacant and remains vacant for more than ninety (90) days, the Unit shall be transferred to the Littleton Housing Authority for inclusion in their rental housing program.

D. AFFORDABILITY

1. In accordance with the Deed Rider (Exhibit B), the Units must be sold to an Eligible Purchaser as defined by the Guidelines as the Guidelines now exist and may be amended in the future.
2. The maximum sales price for an Affordable Unit at subsequent re-sales will be determined by applying a Discount Rate, established at the initial sale, to the Unit's appraised value at the time of resale. This Discount Rate will be determined by the Municipality and will be applied to all subsequent resales. The Discount Rate is the percentage of the Unit's fair market value for which the Unit was actually sold. Fair market value for the purposes of calculating the Discount Rate will be determined by the Bank prior to the initial sale. The fair market value of the Affordable Unit at the time of resale will be determined by an appraisal performed by a licensed appraiser retained by the Seller.

E. SUBSIDIZED HOUSING INVENTORY

1. Each Unit will remain a Subsidized Housing Unit and continue to be included in the Subsidized Housing Inventory for as long as the following three conditions are met:
 - a) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder;
 - b) the Project and the Unit each continue to comply with this Agreement, and
 - c) With the Guidelines as the same may be amended from time to time; and
 - d) Either
 - (i) a Deed Rider binding the then current owner of the Unit to comply with the Resale Restrictions is in full force and effect and the then current owner of the Unit is either in compliance with the terms of the Deed Rider, or the Municipality or its delegate is in the process of taking such steps as may be required to enforce the then current owner's compliance with the terms of the Deed Rider,
 - e) or
 - (i) The Unit is owned by the Municipality and the Municipality is in compliance with the terms and conditions of this section.

III. DEVELOPER'S COVENANTS AND RESPONSIBILITIES

A. THE DEVELOPER HEREBY REPRESENTS, COVENANTS AND WARRANTS AS FOLLOWS:

1. The Developer
 - f) is a limited dividend organization meeting the criteria set out in subsection E (below), duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State,
 - g) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and
 - h) has the full legal right, power and authority to execute and deliver this Agreement
2. The execution and performance of this Agreement by the Developer
 - a) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, will not result in the creation or imposition of any prohibited encumbrance of any nature.
3. The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrance created pursuant to this Agreement, any loan

relating to the Project the terms of which are approved by the Municipality, or other permitted encumbrances, including mortgages referred to below.

4. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

B. SALE OF UNITS

1. Except for sales of Units to home buyers as permitted by the terms of this Agreement, Developer will not sell, transfer, lease, exchange, mortgage, or otherwise encumber the Project without the prior written consent of the Municipality.

C. EMINENT DOMAIN OR DESTRUCTION OF PREMISES

1. Until such time as decisions regarding repair of damage due to fire or other casualty, or restoration after taking by eminent domain, shall be made by home buyers or the Municipality should ownership be in that entity, the Developer agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement, subject to the approval of the Project's lenders, which lenders have been approved by the Municipality.

D. COMPLIANCE

1. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. The Municipality, or its designee shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement and with the Comprehensive Permit.
2. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privileges of estate are also deemed to be satisfied in full.

E. LIMITED DIVIDEND ORGANIZATION CRITERIA

1. The Developer agrees that Project development costs will be approved by the Municipality and Littleton Housing Authority in its role as Monitor which approval shall not unreasonably be denied. The Developer further agrees that the aggregate profit from the Project net of related party expenses, including developer's fees, shall not exceed twenty percent (20%) of total development costs of the Project (the "Allowable Profit"). All profits from the Project in excess of the Allowable Profit (the "Excess Profit") shall be paid by the Developer to the Municipality to be deposited into the Municipality's Low and Moderate Income Housing Fund.
2. Upon issuance of final Certificates of Occupancy for all of the units, the Developer shall deliver to the Municipality and the Littleton Housing Authority, in its role as Monitoring Agent, an itemized statement of total development costs together with a statement of gross income from the Project received by the Developer to date, in a form satisfactory to the Municipality (the "Certified Cost and Income Statement").
3. If all units at the Project have not been sold as of the date the Certified Cost and Income Statement is delivered to the Municipality, the Developer shall at least once every ninety (90) days thereafter until such time as all of the units are sold, deliver to the Municipality an updated Certified Cost and Income Statement.
4. For as long as the Developer complies with the requirements of this Section, the Developer shall be deemed to be a Limited Dividend Organization within the meaning of the Act.

IV. MUNICIPALITY COVENANTS AND RESPONSIBILITIES

A. The Municipality agrees that all amounts constituting Excess Profit, Windfall Amount, or any amount paid to the Municipality by the Developer or the Unit Seller pursuant to the provisions of this Agreement shall be deposited in the Municipality's Affordable Housing Fund. This Affordable Housing Fund shall be an interest-bearing account used from time to time by the Municipality with approval of the Local Housing Partnership, for the purpose of reducing the cost of the Project's Affordable Units for Eligible Purchasers, and for the purposes of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Low to Moderate Income individuals and families elsewhere in the Municipality.

B. The Municipality, and any delegate to which the Municipality might assign its rights and duties under this Agreement, agrees that it will use such means as provided in this Agreement and the attached Deed Rider to maintain the affordability of the Units, by means of exercising the right of first refusal, or by notifying, by means more fully described above, other non-profits of the availability of a Low to Moderate Income Unit. The Municipality further agrees that it or its delegate will continue to monitor the Units annually to ascertain the status of the Unit's tenancy and compliance with all of the provisions of the Deed Restriction, and to offer

to the Unit owner a referral for financial counseling or other such intervention when deemed appropriate.

V. MONITORING AGENT COVENANTS AND RESPONSIBILITIES

A. MONITORING AGENT

1. The Littleton Housing Authority agrees to perform the duties of Monitoring Agent and to adhere to the responsibilities as defined in the Monitoring and Marketing Agreement entered between the Littleton Housing Authority and the Developer (Exhibit C attached hereto and made a part hereof).
2. Within sixty (60) days after delivery by Developer to Littleton Housing Authority (LHA) of the Certified Cost and Income Statement (see Section III, subsection E, paragraph 2 above), LHA will submit to the Municipality its figures and analysis based upon the Statement (in a form agreed to by the Municipality).

VI. RECORDING OF AGREEMENT:

Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for Northern Middlesex County or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Littleton Land Court (collectively hereinafter the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to the Clearinghouse and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

VII. GOVERNING OF AGREEMENT:

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions hereof.

VIII. NOTICE:

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice.

IX. HOLD HARMLESS:

The Developer hereby agrees to indemnify and hold harmless Municipality and/or its delegate from any and all actions or inactions by the Developer, its agents, servants or employees which result in claims made against Municipality and/or its delegate, including but not limited to awards, judgments, out-of-pocket expenses and attorney's fees necessitated by such actions.

X. ENTIRE UNDERSTANDING:

A. This Agreement and its constituent Exhibits A, B and C, hereby made part of the Agreement, shall constitute the entire understanding between the parties and any amendments or changes hereto must be in writing, executed by the parties, and appended to this document.

B. This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in MGLC 184, Section 31 and as that term is used in MGLC 184, Section 26, 31, 32, and 33. This Agreement is made for the benefit of DHCD, and DHCD shall be deemed to be the holder of the affordable housing restriction created by this Agreement. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest.

XI. TERM OF AGREEMENT

1. The term of this Agreement shall be perpetual.

XII. SUCCESSORS AND ASSIGNS:

- A. The Parties to this Agreement intend, declare, and covenant on behalf of themselves and any successors and assigns their rights and duties as defined in this Regulatory Agreement and the attached Monitoring and Marketing Agreement.
- B. The Developer intends, declares, and covenants on behalf of itself and its successors and assigns
 - (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title,
 - (ii) are not merely personal covenants of the Developer, and
 - (iii) Shall bind the Developer, its successors and assigns and inure to the benefit of the Municipality and its successors and assigns for the term of the Agreement.

XIII. DEFAULT:

If any default, violation or breach by the Developer of this Agreement is not cured to the satisfaction of the Monitoring Agent within thirty (30) days after notice to the Developer

thereof, then the Monitoring Agent may send notification to the Municipality that the Developer is in violation of the terms and conditions hereof. The Municipality may exercise any remedy available to it. The Developer will pay all costs and expenses, including legal fees, incurred by the Monitoring Agent in enforcing this Agreement and the Developer hereby agrees that the Municipality and the Monitoring Agent will have a lien on the Project to secure payment of such costs and expenses. The Monitoring Agent may perfect such a lien on the Project by recording a certificate setting forth the amount of the costs and expense due and owing in the Registry of Deeds or the Registry of the District Land Court for Northern Middlesex County. A purchaser of the Project or any portion thereof will be liable for the payment of any unpaid costs and expenses that were the subject of a perfected lien prior to the purchaser's acquisition of the Project or portion thereof.

XIV. MORTGAGEE CONSENT:

The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed a consent to this Agreement.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 2xxx

TOWN OF _____

BY: _____

THE DEVELOPER

BY: _____

Appendix B – State Statute

Department of Housing & Community Development Requirements for Affordable Housing Plan

Summary Submission – Planned Production Regulation – Affordable Housing Plan

(i) Planned Production - A decision by the Board to deny a comprehensive permit or grant a permit with conditions shall be consistent with local needs if the municipality has adopted an affordable housing plan approved by the Department pursuant to which there is an increase in its number of low or moderate income housing units (which are eligible for inclusion on the subsidized housing inventory) by at least 3/4 of 1% of total units every calendar year until that percentage exceeds 10 percent of total units.

Section 1. Comprehensive Housing Needs Assessment (See 760 CMR 1.07(1)(i)(1))

1. The affordable housing plan shall be based upon a comprehensive housing needs assessment, which must include an analysis of the most recent decennial census data of the municipality's demographics and housing stock; of development constraints and limitations, as well as of the municipality's ability to mitigate them; and of the municipality's infrastructure.

Section 2. Affordable Housing Goals (See 760 CMR 31.07(1)(i)(2)(a))

2. The affordable housing plan shall address the matters set out in guidelines adopted by the Department, including:

a. a mix of housing, such as rental and homeownership opportunities for families, individuals, persons with special needs, and the elderly that are consistent with local and regional needs and feasible within the housing market in which they will be situated;

Section 3. Affordable Housing Strategy

(See 760 CMR 31.07(1)(i)(2)(b))

b. the strategy by which the municipality will achieve its housing goals established by its comprehensive needs assessment; and 760 CMR 31.07(1)(i)(3))

3. The affordable housing plan shall address one or more of the following, but shall not be limited to:

a. the identification of zoning districts or geographic areas which permit residential uses which the municipality proposes to modify for the purposes of low and moderate income housing developments;

b. the identification of specific sites for which the municipality will encourage the filing of comprehensive permit applications pursuant to M.G.L. c. 40B, section 21;

c. characteristics of proposed developments that would be preferred by the municipality (examples might include cluster developments, adaptive re-use, transit-oriented housing, mixed-use development, inclusionary housing, etc.) or

d. municipally owned parcels for which the municipality commits to issue requests for proposals to develop low or moderate income housing

Section 4. Description of Use Restrictions (See 760 CMR 31.07(1)(i)(2)(c))

c. a description of the use restrictions which will be imposed on low or moderate income housing units to ensure that each unit will remain affordable long term to and occupied by low or moderate income households.

Map of Littleton

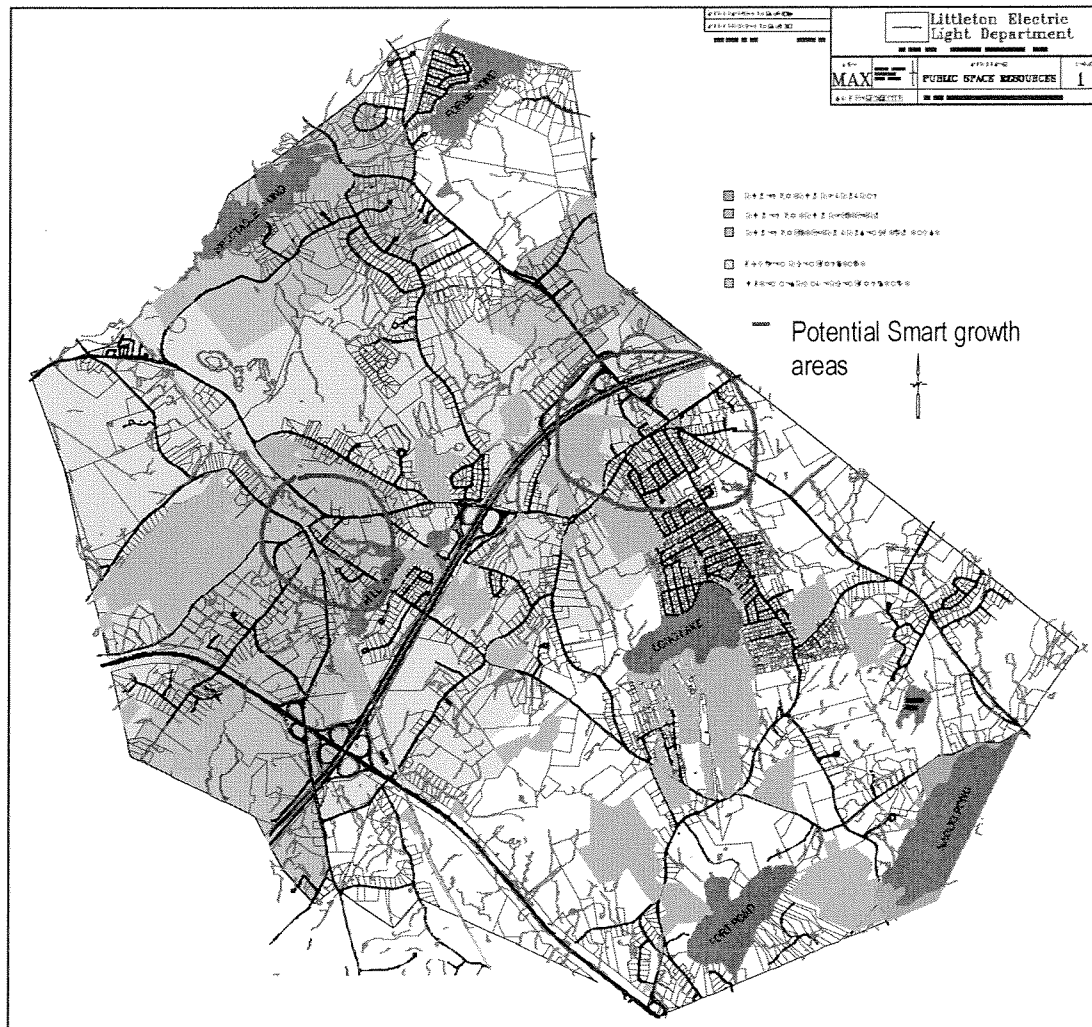


Image Courtesy of Littleton Electric Light Department